

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

RNPM, LLC,

Plaintiff,

vs.

SANTIAGO OVALLE GORIS, AIXA IRIS
BALAGUER RESTO AND THE
CONJUGAL PARTNERSHIP
CONSTITUTED THEREIN,

Defendant

CIVIL NO. 11-1831 (CCC)

RE: COLLECTION OF MONIES,
FORECLOSURE OF MORTGAGE

DEFAULT JUDGMENT

Upon plaintiffs application for judgment, and it appearing from the records of the above entitled cause that default was entered by the Clerk of this Court against the defendants (for their failure to plead or file an answer to the complaint, or otherwise appear in the above cause) plaintiff is entitled to a judgment by default, and the Court being fully advised of the facts,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Defendants are hereby ordered to pay Plaintiff the following sums:

\$139,253.43 in principal, \$8,578.26 in accrued interest as of October 10, 2011, which continue to accrue at 7.95% per annum until payment in full, late charges of \$747.88, and any disbursements made by plaintiff on behalf of defendant in accordance with the mortgage deed, plus costs, and ten (10) percent attorneys fees.

1. In default of the payment of the sums hereinbefore specified or of any part thereof, within ten (10) days from the date of entry of this judgment, the following mortgaged property described in the Spanish language, shall be sold at public auction to

the Highest bidder therefor, without an appraisal or right of redemption for the payment of plaintiffs mortgage within the limits secured thereby:

---**URBANA**: Solar radicado en la Urbanización Golden Hill, situado en el Barrio Las Cuevas de Trujillo Alto, Puerto Rico, marcado con el número Trece (#13) de la manzana "B" del plano de inscripción con una cabida de Cuatrocientos Treinta y Siete punto Veinte (437.20) Metros Cuadrados. En lindes por el **NORTE**, en Veintiocho punto Cuarenta y Cinco (28.45) Metros, con el solar número Doce (12) del Bloque "G", por el **SUR**, en Veintisiete punto Noventa y Seis (27.96) Metros, con el solar número Catorce (14) del Bloque "B", por el **ESTE**, en Ocho punto Sesenta y Tres (8.63) Metros, con el solar número Seis (6) del Bloque "B" y en seis punto setenta y cuatro (6.74) metros, con el solar número Siete (7) del Bloque "B", y por el **OESTE**, en Quince punto sesenta y tres (15.63) metros, con la calle Marginal. ----

---Enclava una casa de concreto.-----

---Consta inscrita al folio Sesenta y Seis (66) del tomo Trescientos Cincuenta y Seis (356) de Trujillo Alto, finca número Cuatro Mil Trescientos Dieciocho (4,318), Registro de la Propiedad de San Juan, Sección Cuarta.-----

2. It is hereby ordered that, upon plaintiff's request, a Special Master shall be designated to make the sale hereinbefore mentioned, but said Special Master shall not proceed to carry out the said sale, nor do anything in connection therewith, until further order of this Court and under the form and conditions to be directed by this Court.

3. The sale to be made by the appointed Special Master shall be subject to the confirmation of this Court, and the purchaser or purchasers thereof shall be entitled to receive possession of the property sold. The minimum bid to be accepted at the first public sale in accordance with the mortgage deed referred to in this auction is **\$146,300.00**.

4. Any funds derived from the sale to be made in accordance with the terms of this judgment and such further orders of this Court shall be applied as follows:

a) To the payment of all proper expenses attendant upon said sale, including the expenses, outlays and compensation of the Special Master appointed herein, after the said compensation and expenses shall have been fixed and approved by the Court, all said expenses to be deducted from the sum provided in the deed of mortgage for costs, charges and disbursements, expenses and attorney's fees.

b) To the payment of all expenses or advances made by the Plaintiff.

c) To the payment to plaintiffs of the amount of \$139,253.43 in principal, \$8,578.26 in accrued interest as of October 10, 2011, which continue to accrue at 7.95% per annum until payment in full, late charges of \$747.88, and any disbursements made by plaintiff on behalf of defendant in accordance with the mortgage deed, plus costs, and ten (10) percent attorneys fees.

d) If after making all the above payments there shall be a surplus, said surplus shall be delivered to the Clerk of this Court, subject to further orders of the Court.

e) If after making all the above payments there is a deficiency, Plaintiff may seek further orders of the Courts to collect said deficiency from Defendant.

5. Plaintiff in these proceedings may apply to this Court for such further orders, as it may deem advisable to its interests, in accordance with the terms of this judgment.

SO ORDERED.

San Juan, Puerto Rico, this 15th day of November, 2011.


U.S. DISTRICT JUDGE